

Instructions to Bidders

Each bid consists of 2 (two) files: the bid document and the legal appendices.

The following forms **only** must be **completely** filled out, and the **originals** returned no later than **11:00 a.m.** on the bid opening date to:

Purchasing Office
Suffolk County Department of Public Works
360 Yaphank Avenue – Suite 1B
Yaphank, NY 11980-9645

1. **221B - Bid Request** – signed in ink. **PLEASE ENTER YOUR COMPANY NAME AND ADDRESS IN THE “TO” SECTION ON THE BID**
2. All **pages with pricing, wages and model numbers**, along with specifications for alternate bids
3. **SCEX Form 22** – Public disclosure statement – *must be notarized*
4. **SCPD-7 - Bid Certification**
5. **SCDP-8A - Local Business Certification**– *only if claiming local vendor preference*
6. **LHE-1 and LHE-2 – Lawful Hiring** – *must be notarized*

All bids along with the above mentioned forms must be returned in a sealed envelope and clearly marked as follows: (you may cut out the following and attach to your bid envelope)

| |
|---|
| RUSH BID – P.A. <u>RAM</u> OPENING DATE <u>JUNE 17, 2010</u> AT 11 A.M. REQUISITION NO. <u>10/23480</u> |
|---|

Faxed or Electronic Submission will not be accepted

Thursday, May 20, 2010

BID REQUEST

REQ. #(s)

10/23480

MAIL OR DELIVER BIDS IN PERSON TO:

COUNTY OF SUFFOLK, N.Y.
DEPT. OF PUBLIC WORKS, PURCHASING OFFICE
360 YAPHANK AVENUE
YAPHANK, NY 11980-9744
PHONE: (631) 852-5196

INVITATION

This is an invitation to submit sealed bids for furnishing the supplies and/or services specified below, subject to the conditions on this and the standard/special terms referenced. All bids must be returned in the envelope furnished herewith. Bids will be received at the office of the County Purchasing Unit and, where required, publicly opened there at 11:00 a.m. on **Thursday, June 17, 2010**

TO:

Delivery to: **VARIOUS SUFFOLK COUNTY LOCATIONS**
(All delivery charges must be included in your quotation)

Required DELIVERY date: **STATE BEST**

If you cannot comply with the required delivery date, write in here your best possible delivery: _____

Your terms: _____

For additional information call:

ROBIN A. MUDGE

Purchasing Technician

phone: **631/852-5202**

BIDDER'S ACCEPTANCE

1. The delivery date indicated is as required by the County. If you cannot meet it, cross it out and insert your own best delivery time.
2. All delivery charges are to be included in your quotation.
3. If this bid is accepted within _____ days from the bid opening date, the undersigned offers and agrees to furnish any or all of the items on which prices are quoted, at the price and delivery time indicated, subject to all the terms and conditions herein.
4. ALL BIDS MUST BE SIGNED IN INK.
5. Non-Collusive Bid Certification must be returned with this bid.
6. INCLUDE YOUR FEDERAL I.D.# _____

(Print Firm name)

(Authorized Signature)

(Print authorized name and title)

(date)

(FAX #)

(phone number)

Have you filed a County Form SCEX-22 (Local Law 14/1976) for the current calendar year? _____ (see item 10 on reverse side)

Email address: _____

THIS IS NOT AN ORDER

| COM. CODE | ITEM NO. | QTY | UNIT | DESCRIPTION | UNIT PRICE | NET TOTAL |
|-----------|----------|-----|------|---|------------|-----------|
| 34508 | | | | ANNUAL REQUIREMENTS CONTRACT CLOTHING - HAZARDOUS MATERIALS HANDLING ===== | | |
| | | | | AS PER ATTACHED SPECIFICATIONS | | |
| | | | | IN ADDITION TO THE STANDARD BID TERMS & CONDITIONS (ATTACHED), THE FOLLOWING "SPECIAL INSTRUCTIONS TO BIDDERS" ALSO APPLY: A1, C10, D11, D12, D13, D14 D15, D16, D17, E18, E19 & E20. | | |
| | | | | STATE BEST DELIVERY: _____ | | |

RAM/AF

**SUFFOLK COUNTY
DEPARTMENT OF PUBLIC WORKS
PURCHASING OFFICE
STANDARD BID TERMS AND CONDITIONS AND SPECIAL
INSTRUCTIONS TO BIDDERS AS INDICATED**

All quotations are subject to the following terms and conditions unless modified in writing. Upon acceptance of a bid by the County the terms of the bid shall apply to all orders issued as a result of such acceptance.

1-BIDDING

(a) **PRICING** - Bidders shall insert unit price and extension for each item. The provisions of the New York State Fair Trade Law (Field-Crowford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.

(b) **DISCOUNTS** - Cash discounts will not be a factor in determining awards unless otherwise indicated by the County. Trade discounts will be a factor in determining awards unless otherwise indicated by the County.

(c) **F.O.B. DELIVERY POINT** - All prices bid must be on the basis of F.O.B. delivery point, unloaded inside and assembled unless otherwise indicated in the proposal. A bid on any other basis than that indicated in the proposal may be considered informal.

(d) **"OR EQUAL" BIDDING** - When a bid standard is specified, the bidder may offer an article which he certifies to be equal in quality, performance and other essential characteristics to the bid standard. If bidder fails to name a substitute, he will be required to furnish the bid standard.

2-SAMPLES-Samples or drawings required shall be delivered free of charge as requested. Samples shall be removed by the bidder at the expense. The County will not be responsible for any samples which are destroyed or mutilated in examination. If samples are not removed within thirty (30) days after written notice to the vendor, they shall be considered as abandoned and the County shall have the right to dispose of them as its own property.

3-AMMOR WILL BE MADE BY ITEM OR CLASS - When class bids are indicated, bidder must bid on each item in the class. A bidder desiring to bid "no charge" on an item in a class must so indicate; otherwise bid for that class will be construed as incomplete. Items may be combined and awarded as a group if there is a saving in ultimate cost by the reduction of the number of orders issued.

4-DELIVERY

(a) **INSPECTIONS** shall be made at the point of delivery unless otherwise specified. Any food, drug or other commodity which is found to be unwholesome or otherwise unfit for human consumption or use shall not be removed by the Vendor until it is examined by the Department of Health. If condemned, such commodities shall be disposed of as provided by law.

(b) **DELIVERY HOURS** - Deliveries shall be made between 9 A.M. and 3:30 P.M. Monday through Friday and at other times by special arrangement only.

(c) **DELIVER TIME** - Shall be completed in calendar days from the order mailing date on the order.

(d) **LABELED** - Supplies which are customarily labeled or identified must have securely affixed thereto the original unaltered label or marking of the manufacturer.

(e) **NEW MERCHANDISE** - Unless otherwise stated in the quotation or orders, deliveries must consist only of new and unused merchandise which is currently in production.

(f) **SUPPLIES** shall be securely and properly packed for shipment, according to accepted commercial practice.

(g) **THE CONTRACTOR** shall be responsible for delivery of supplies, equipment or materials in good condition to point of destination. Materials, equipment and/or supplies delivered to an agency shall be the property and sole responsibility of the Contractor or Vendor until such time as the County accepts same.

(h) **BILLINGS** for deliveries must be rendered on County claim vouchers.

5-DELAYS, NO-DELIVERY, REJECTIONS

(a) **VENDORS FAILURE** - If the Vendor fails to make delivery within the time specified or if the delivery is rejected, the Chief Purchasing Agent may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the order price, the difference plus the reletting cost and the liquidated damages, if any, will be charged against the Vendor. Should the new price be less, the Vendor shall have no claim to the difference, but the reletting cost and the liquidated damages will become charges against the Vendor.

Should the new purchase price exceed the order by twenty per cent (20%) or more, the County agrees to waive its claim to the reletting cost and the liquidated damages; should such excess price be less than twenty per cent (20%), the County shall charge the Vendor in addition, the reletting cost and liquidated damages to a total not exceeding twenty per cent (20%) of the order price of the items rejected or not delivered.

(b) **REJECTED MERCHANDISE** - The County may withhold acceptance of or reject any goods which are found, upon examination, not to meet the specified requirements. Upon written notification of rejection, goods shall be immediately removed by the Vendor. Rejected goods left longer than thirty (30) days will be regarded as abandoned and the Vendor shall have the right to dispose of them as its own property. On footcuffs and drugs, no written notice of rejection need be given; upon verbal notice to do so, the Vendor shall immediately remove and replace rejected merchandise.

6-AMMOR

(a) The Chief Purchasing Agent reserves the right to make awards within forty-five (45) days after the date of the bid opening, during which period bids shall not be withdrawn.

(b) The placing of an order by the Chief Purchasing Agent with the bidder for material described in the Request for Bid shall constitute a legal and binding contract.

(c) The placement of a Purchase Order (Form 24-1080, 2001 ed) may be terminated by the County for convenience upon 5 days written notice.

(d) All contracts awarded by the Chief Purchasing Agent shall be exequutory only to the extent of funds available to each Agency for the purchase of the commodity.

7-PERFORMANCE BONDS - If the specifications require the posting of a performance bond, then within one week after awarding of the contract a performance bond of 100% of the amount of the award shall be posted as security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Suffolk to supply any deficiency that may arise from any default on the part of the bidder. Such bond must meet all the requirements of the County Attorney.

8-GUARANTEES BY BIDDER - Bidder hereby guarantees:

(a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret, process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the inventor, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Chief Purchasing Agent to pay the cost of such defense to the County.

(b) Vendor agrees to indemnify and hold the County Government harmless for any claim or liability arising under this contract due to any act or omission of the Vendor.

(c) His products against defective material or workmanship and to repair or replace any damages or markings occasioned in transit.

(d) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workman are responsible, to the building or equipment, to his own work, or the work of other Vendors or in the opinion of the Chief Purchasing Agent to pay for the same by deductions in payments due under this contract.

(e) To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the city, village or town in which the installation is to be made, and of the County of Suffolk and the State of New York.

(f) To carry proper insurance in the opinion of the Chief Purchasing Agent, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(g) That he will keep himself informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen's Compensation and Labor Laws, and shall indemnify and save harmless the County of Suffolk from less and liability upon any and all claims on account of any physical injury to persons, including death or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents or the County or their respective agents.

(h) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(i) That all deliveries will be in conformity to the accepted bid sample.

9-ASSIGNABILITY OF CONTRACTS - The contractor agrees that this contract shall not be assigned, transferred, conveyed, sublet, or otherwise disposed of the same, or of his right, title and interest therein, or his power to exercise such contract, or assign all or any portion of the monies that may be due or become due to the contractor under the terms of this contract.

10-COMPLIANCE WITH LOCAL LAWS - Prior to award of contract or Purchase Order, Vendor must comply with requirements of Local Laws 18-1972, 26-1973, 14-1976, 6-1979 and 32-1980, where applicable, by completing Forms SCCE 22 and SCDF-7 and filing them with the Purchasing Division.

11-LIMITATION OF ACTION - No action for any cause whatsoever arising out of this order shall be maintained against the County of Suffolk by the Vendor, or anyone claiming under the Vendor, unless such action shall be commenced within six months.

(a) after expiration of this order or

(b) after the date of written notice to the Vendor from the County of complete rejection or withheld acceptance or

(c) after the date of written notice to the Vendor from the County of a deduction from the agreed price on the order, whichever of the above events shall be the latest in time.

12-LABOR LAWS AND DISCRIMINATION IN EMPLOYMENT

(a) Pursuant to Sections 220 (e) and 239 of the Labor Law, in the hiring of employees for the performance of work under this contract or any subcontract, hereunder:

(i) No contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employee is hired.

(ii) No contractor, subcontractor, nor any person on his behalf shall, in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, national origin, age, or sex.

(iii) There may be deducted from the amount payable to the contractor by the County a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(iv) This contract may be cancelled or terminated by the County, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

(b) Pursuant to Sec. 220(2) of the Labor Law no laborers, workmen, or mechanics in the employ of the contractor, subcontractor or other person doing or contracting to do all or part of the work contemplated by the contract, shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property as provided for therein.

(c) For every contract for the construction, reconstruction, maintenance and/or repair of public work, every laborer, workman or mechanic shall be paid not less than such hourly minimum rate of wage and supplements not less than the prevailing supplements, all as provided in Art. 8 of the Labor Law.

(d) Preference in Employment of Persons Upon Public Works - Every contractor and/or subcontractor agrees to give preference to citizens of the State of New York who have been residents for at least six consecutive months immediately prior to the commencement of their employment, as provided in Sec. 22 of the Labor Law.

(e) For every contract involving building service work, as defined in Article 9 of the Labor Law, the contractor and/or its subcontractors shall be obligated to pay each employee on such work not less than the wage specified for his craft, trade or occupation in the schedule of wages made part of the specifications hereof, and agree to be bound by all of the provisions of Article 9 of the Labor Law.

13 - SALES AND EXCISE TAXES - Unless the proposal indicates otherwise, the County is exempt from the payment of any sales, excise or federal transportation taxes. The price bid must be net exclusive of taxes and will be so construed. A vendor desiring refunds of, or exemptions from taxes paid on merchandise accepted by the County, must submit the proper forms, and the Chief Purchasing Agent, if satisfied as to the facts, will approve or issue the necessary certificates.

14 - AUDIT - Purchase orders and contracts are subject to audit.

15 - PAYMENT AND COLLECTION OF CHARGES

(a) The County will make every effort to pay vouchers within thirty (30) days after

(1) proper delivery of merchandise

(2) receipt of a properly executed voucher submitted to the Comptroller by the receiving agencies; vouchers forms shall be obtained from such agencies.

(b) In any case where a question of nonperformance of a contract arises, payment may be withheld in whole or in part.

(c) All charges against a Vendor shall be deducted from current obligations that are due him or shall become due him. In the event that there are no current obligations, the Vendor shall pay to the County the amount of any such charges.

(d) The County will also avail itself of cash discounts for payment within prescribed times whenever possible.

CONTRACTS INVOLVING INSTALLATION

1. Contractors shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat, unobstructed condition, the buildings broom clean, and everything in satisfactory repair and order.

2. Installation shall also include the furnishings of any rigging necessary to move equipment into the building; also the removal and resetting of any removable windows used for moving equipment into the building and removal of trade-rigs, if any.

3. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.

4. Contractor shall furnish adequate protection from damage for all work and shall repair damages of any kind for which he or his workmen are responsible.

5. Any and all equipment listed by the Manufacturer as "Standard" for the model offered shall be provided on the delivered vehicle.

6. The Manufacturer's Standard Warranty shall cover all equipment delivered.

7. Vehicles shall be completely serviced including cleaning (outside and inside) prior to delivery.

8. Award will not be made to any dealer who cannot provide warranty repairs and services within the County of Suffolk. Vendors not having a place of business in the County of Suffolk shall provide in writing the name and location of the agency within the County of Suffolk where such services will be performed.

9. No name other than the Manufacturer's shall appear on the Vehicle.

10. Any deviations from these Specifications will be considered cause for disqualification unless fully explained in the bid. Acceptance of such deviations shall be within the discretion of the Chief Purchasing Agent.

11. Bids will be considered only from Automobile Manufacturers or their Authorized Dealers.

CLOTHING – HAZARDOUS MATERIALS HANDLING

MANUFACTURER LISTED IS FOR REFERENCE PURPOSES ONLY

| ITEM | QTY. | | PRICE UNIT / NET |
|------|-----------|---|---------------------|
| 1. | 2000 EACH | COVERALL , DISPOSABLE -TYCHEM® SL COVERALL - ZIPPER WITH STORM FLAP - ATTACHED HOOD - BOOTS - ELASTIC WRISTS -BOUND SEAM CONSTRUCTION -LAKELAND #44414 OR EQUAL -CASE PACK: 12 -SIZE: X-LARGE | \$ _____ / _____ |
| | | MFR: _____ PROD. #: _____ | |
| | | PKG.: _____ | |
| 3. | 1900 EACH | SAME AS ITEM # 2 EXCEPT SIZE : XX-LARGE | \$ _____ / _____ |
| | | MFR: _____ PROD. #: _____ | |
| | | PKG.: _____ | |
| 4. | 50 EACH | SAME AS ITEM # 2 EXCEPT SIZE : 3XL | \$ _____ / _____ |
| | | MFR: _____ PROD. #: _____ | |
| | | PKG.: _____ | |
| 5. | 50 EACH | SAME AS ITEM # 2 EXCEPT SIZE : 4XL | \$ _____ / _____ |
| | | MFR: _____ PROD. #: _____ | |
| | | PKG.: _____ | |

*THIS CONTRACT IS TO RUN CONCURRENT TO EXISTING CONTRACT CHMH-051411-1 OF 2.

BIDDERS SUBMITTING ALTERNATE "OR EQUAL" BIDS MUST SUBMIT MAKE, MODEL NUMBER AND SPECIFICATION SHEETS WITH THEIR BID AT THE DATE AND TIME OF THE BID OPENING. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION.

SAMPLES: ALL BIDDERS MUST SUBMIT SAMPLES WITHIN ONE (1) WEEK OF REQUEST MADE BY PURCHASING. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION.

FORMS: THE FOLLOWING FORMS(ATTACHED) MUST BE COMPLETED AND RETURNED WITH YOUR BID. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION

1. CONTRACTOR/SUBCONTRACTOR DISCLOSURE OF WORKING CONDITIONS STATEMENT (SCPURCHFORM 00-01 6/00)
2. REFERENCE SHEET

CONTRACTOR/SUBCONTRACTOR DISCLOSURE OF WORKING CONDITIONS STATEMENT

PURSUANT TO RESOLUTION No.232-2000, it is policy of Suffolk County to ensure that no textile or apparel goods are purchased, leased or rented for use by any Suffolk County department, office, or employee, unless the contractor providing such goods has fully disclosed to the Division of Purchasing the names and addresses of each subcontractor used, together with a certification stating compliance with the following conditions:

1. **COMPENSATION.** Wage and benefit levels must be sufficient to meet basic needs and provide some discretionary income for a family of four (a "living wage").

2. **RIGHTS.** The company respects worker's rights to speak out about working conditions without fear of retaliation and to form unions of their own choosing without employer resistance. The company complies with all laws, regulations and applicable standards governing the workplace. The subcontractor does not use child labor, forced labor, or corporal punishment. The company does not discriminate in hiring, promotion, or compensation on the basis of race, national origin, religion, gender, sexual preference, union affiliation, or political affiliation.

3. **SAFETY & HEALTH.** The subcontractors provide a safe and healthy work environment.

THE FOLLOWING CONTRACTOR CERTIFIES THAT IT AND IT'S SUBCONTRACTOR(S) IS IN FULL COMPLIANCE WITH THE PROVISIONS OF RESOLUTION No. 232-2000 AS STATED ABOVE:

CONTRACTOR NAME: _____

ADDRESS: _____

PHONE #: _____ FAX #: _____

CONTACT PERSON: _____

SIGNATURE: _____

LIST SUBCONTRACTOR(S) USED:

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

ATTACH ADDITIONAL SHEETS IF NECESSARY

SCPURCH FORM 00-01(6/00)

REFERENCES

COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE:

FAX NUMBER:

EMAIL:

DATE(s) OF JOB(s) PERFORMED:

COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE:

FAX NUMBER:

EMAIL:

DATE(s) OF JOB(s) PERFORMED:

COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE:

FAX NUMBER:

EMAIL:

DATE(s) OF JOB(s) PERFORMED:

SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS
PURCHASING OFFICE

SPECIAL INSTRUCTIONS TO BIDDERS - APPLY ONLY AS INDICATED
BY CHECKMARK

All quotations are subject to the following Special Instructions to Bidders, if referenced in the bid specifications. Upon acceptance of this bid by the County, those Special Instructions which are referenced in the bid shall apply to all orders issued as a result of such acceptance.

✓ A. BIDS

1. Terms of this bid are to remain in effect for 90 days after date of bid opening unless specifically changed to another term by the Bidder under Item 3 on Page 1.
2. Successful Bidder will be required to supply one (1) parts book, one (1) service and repair manual, and one (1) operator's manual with each unit, where applicable.

B. SPECIFICATIONS

3. Appropriate manufacturer's and distributor's certificates must be completed and submitted with the bid. Failure to do so may render the bid informal.
4. Wherever specifications are referenced or supplied, it is intended that they be the latest revision in effect at the time of the bid.
5. The Vendor guarantees that all articles of equipment including all parts thereof are new and of first quality throughout and comply in all respects with or are fully equal to the standards called for in the bid. The vendor further guarantees all equipment, and all parts thereof against all or any defects of workmanship, construction, and materials, and guarantees to repair or replace without cost to the County any article that has become defective and not proven to have been caused by negligence on the part of the user, within one (1) year from the date of acceptance. Should this clause become operative and the vendor be required to repair or replace any equipment or any part so guaranteed, a new guarantee period of one (1) year shall become effective for those items so repaired or replaced dating from the time of their acceptance.
In the event of failure on the part of the vendor to replace or put in first class condition any such articles within 30 days from date of notice, the County may have the work done by others and charge the cost to money due, or that may become due to the vendor. If there is no money due to the vendor, the vendor agrees to pay the County such costs.
6. Quarterly sales reports on annual supplies contracts are to be submitted by the successful bidder no later than the 15th of the month following each quarter. Political subdivisions are to be listed separately from County Agencies. Each report shall indicate name and address of vendor, contract number, period covered by report, total dollar volume of period, and year to date dollars. Failure to submit quarterly reports may result in disqualification of vendor for future contracts.

C. PRICING

7. Each bidder shall submit with his bid one copy of the manufacturer's latest trade catalog and price list showing all items of the general nature and manufacture as indicated in his bid for each class. The Chief Purchasing Agent reserves the right to purchase any item listed therein and the discount quoted in the bid shall apply to the list price of any of such items which may be purchased during the period of this contract. Bidder is to cross out any printed matter and/or prices which do not apply on this contract. Any references to "Prices subject to change without notice" will have no value on this contract.

All deletions in the price list must be initialed by the person submitting the bid. The successful bidder is to furnish on request three (3) additional copies of the catalog and price list. Failure to submit a catalog and price list with bid may result in rejection of bid.

8. A request to substitute a new price during the period of the contract will be considered only if submitted to the Chief Purchasing Agent in writing. The Chief Purchasing Agent may, after consideration, accept the new price as a basis for modification of the contract. However, if the Chief Purchasing Agent does not consider the new price fair, reasonable, and in the County's interest, the contract may be cancelled after 30 days written notice during which time the contractor agrees to fill all outstanding orders placed prior to cancellation.

9. When a discount is requested for items other than specified, such discount must be compatible with all other items in the same class.

- ✓ 10. Prices are to remain firm fixed for each one (1) year period of the contract.

D. CONTRACTS UNLESS OTHERWISE SPECIFICALLY STATED

- ✓ 11. The period of this contract is for one year from date of award and may be extended for 4 additional one (1) year periods at the option of the County.

- ✓ 12. If any quantities are indicated, they are merely estimates based on experience. The County will neither be compelled to order any quantities of any item NOR will be limited by the quantity indicated for any item, but the quantity to be ordered will be such as may actually be required.

- ✓ 13. The County reserves the right to purchase from other sources any style, type, or size of article or equipment covered by this contract, or that will best meet the needs of the requisitioning agency; also, items required to match and intermember with an existing installation. The decision of the Chief Purchasing Agent to purchase such items from other sources shall be final.

- ✓ 14. The bidder agrees that by submitting a successful bid, any political subdivision of New York State will be permitted to participate in the awarded contract per the same terms and conditions set forth in the contract; provided, however, that any political subdivision choosing to utilize the contract will be wholly responsible for any debts incurred by them as a participant of the contract.

- ✓ 15. The bidder agrees in submitting a bid that qualified not-for-profit contract agencies of Suffolk County can participate in this contract, at the contractor's option, per terms and conditions listed. These contract agencies will be wholly responsible for any debts incurred by them as participants in this contract.

- ✓ 16. The County expressly reserves the right to terminate any resulting contract at any time for cause and in the Chief Purchasing Agent's sole discretion on thirty (30) days written notice to the contractor.

- ✓ 17. No alteration or variation of the terms of the contract shall be valid or binding upon the County unless requested in writing and formally approved by the Chief Purchasing Agent.

✓ E. DELIVERY

- ✓ 18. All deliveries shall be made to a point or points as may be designated on specific orders.

- ✓ 19. Delivery must be made as ordered and in accordance with the terms of the contract.

- ✓ 20. The Chief Purchasing Agent reserves the right to disqualify any bidder, if in his sole judgment such bidder does not have the capacity for/or facilities to assure such prompt delivery as specified and as is required in the best interest of the County.

REQ. # 10/23480

B.O.D. 6/17/10

Suffolk County Form 22
Contractor's/Vendor's Public Disclosure Statement

Pursuant to Section A5-7 of the Suffolk County Administrative Code, this Public Disclosure Statement must be completed by all contractors/vendors that have a contract with Suffolk County, with the exception of hospitals; educational or governmental entities; not-for-profit corporation; and contracts providing foster care, family day care providers, or child protective consulting services, who do not have to fill out this form at all.

1. Contractor's/Vendor's Name _____
Address _____
City and State _____ Zip Code _____
2. Contracting Department's Name _____
Address _____
3. Payee Identification or Social Security No. _____
4. Type of Business ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Other
- 5.a Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of \$1,000? ☐ Yes ☐ No.
- 5.b Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000? ☐ Yes ☐ No.
6. Table of Organization. List names and addresses of all principals; that is all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet(s) if necessary)

7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet(s) if necessary)

8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? ☐ Yes ☐ No.

9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)
10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.) _____
11. **Remedies:** The failure to file a verified Public Disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.
12. **Verification:** This section must be signed by an officer or principal of the contractor/vendor authorized to sign for the company for the purpose of executing contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

Dated: _____

Signed: _____

Printed Name of Signer: _____

Title of Signer: _____

Name of Contractor/Vendor: _____

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)

STATE OF NEW YORK)
COUNTY OF) ss.:

On the _____ day of _____ in the year 20____ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Signature and office of individual taking acknowledgement)

UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT
(Without New York State)

STATE OF

)

COUNTY OF

) ss.:

)

On the _____ day of _____ in the year 20____ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in

(Insert the city or other political subdivision and the state or country or other place the acknowledgement was taken)

(Signature and office of individual taking acknowledgement)

SCEX-22 (rev 1/09)

Proposal/Bid Certification

The undersigned Contractor affirms as true, under the penalties of perjury, as follows:

The prices in this Proposal or Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other contractor or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this Proposal or Bid have not been disclosed knowingly by the Contractor, and will not be disclosed knowingly by the Contractor, directly or indirectly, to any other contractor or to any competitor, prior to the opening;

No attempt has been made or will be made by the Contractor to induce any other person, partnership or corporation to submit a Proposal or Bid for the purpose of restricting competition;

Neither the undersigned nor, if the Contractor is a partnership, joint venture or corporation, any partner, principal, officer, director, employee or stockholder holding in excess of a five percent (5%) interest therein, is an officer or employee of Suffolk County or is paid with County funds, or is required to disclose an interest pursuant to the Suffolk County Code of Ethics;

Neither the undersigned, nor, if the Contractor is a partnership, joint venture or corporation, any partner, principal, officer, director, employee, stockholder, or any other person authorized by the undersigned or any of the foregoing persons, has offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement;

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County; and

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that there have been no convictions for the crimes described in Local Law No. 25-1990 of Suffolk County of persons referred to in the Local Law or that the required documentation is annexed hereto.

Dated: _____

Signed: _____

Printed Name of Signor: _____

Title of Signor: _____

Name of Firm: _____

Local Business Certification Form

The undersigned Contractor affirms as true, under the penalties of perjury, as follows:

The undersigned, a principal or corporate office of the business listed below, has read and is familiar with the provisions of Local Law No. 5-1993, entitled "Competitive Bids" and Local Law No. 10-1997; and

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that such bidder maintains a principal place of business located within Suffolk County or located with Nassau County or sells the contracted-for supplies, material or equipment manufactured and located within Suffolk County or located within Nassau County; and

The undersigned claims qualification in the event that the Contractor submits a bid not exceeding 10% more than the otherwise lowest responsible bidder.

DATE:

SIGNATURE:

PRINTED NAME OF SIGNOR:

TITLE OF SIGNOR:

NAME OF FIRM:

BID NUMBER:

SUFFOLK COUNTY DEPARTMENT OF LABOR
NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW
(8 U.S.C. SECTION 1324A)
WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES
Suffolk County Code, Chapter 234 (2006)

To Be Completed By Applicant/ Covered Employer//Owner

EMPLOYER/CORP./BUSINESS/COMPANY NAME: _____

- 1) ADDRESS: _____
- 2) NOT-FOR-PROFIT: YES _____ NO _____ (SUBMIT PROOF OF IRS NOT-FOR-PROFIT STATUS)
- 3) VENDOR #: _____ (If known) 4) **CONTRACT ID: _____
- 5) CONTACT: _____ 6) TELEPHONE #: _____ (If known)
- 7) TERM OF CONTRACT OR EXTENSION (PROVIDE DATES): _____
- 8) AMOUNT OF CONTRACT OR EXTENSION: _____
- 9) BRIEF DESCRIPTION OF PROJECT OR SERVICE _____

SUBCONTRACTOR: _____

- 1) ADDRESS: _____
- 2) VENDOR#: _____ 3) TELEPHONE #: _____
- 4) CONTACT: _____
- 5) DESCRIPTION OF COMPENSATION, PROJECT OR SERVICE: _____

EVIDENCE OF COMPLIANCE:

COPIES OF THE FOLLOWING MUST BE MAINTAINED BY COVERED EMPLOYERS OR THE OWNERS THEREOF FOR EACH EMPLOYEE FOR THE TIME PERIODS SET FORTH IN SUFFOLK COUNTY CODE, CHAPTER 234, SECTION 5 (C):

- A. United States passport; or
- B. resident alien card or alien registration card; or
- C. birth certificate indicating that person was born in the United States; or
- D. (1) a driver's license, if it contains a photograph of the individual; and
(2) a social security account number card (other than such a card which specifies on its face that the issuance of the card does not authorize employment in the United States); or
- E. employment authorization documents such as an H-1B visa, H-2B visa, and L-1 visa, or other work visa as may be authorized by the United States Government at the time the County contract is awarded for all covered employees.

**AFFIDAVIT OF COMPLIANCE
WITH THE REQUIREMENTS OF
8 U.S.C. SECTION 1324a
WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES**

State of New York)

County of _____) ss:

_____, being duly sworn, deposed and says:
(Print Name of Deponent)

1. I am owner/authorized representative of _____
(Circle one) (Name of Corp., Business, Company)
2. I certify that I have complied, in good faith, with the requirements of Title 8 of the United States Code (U.S.C.) section 1324a (Aliens and Nationality) with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as set forth in Suffolk County Code Chapter 234 (2006).

(Signature of Deponent)

Sworn to before me this _____ day

of _____, 20____

(Notary Public)

LHE-2
(01/07)